

Terms for registration and use of a PTV Group ID (US version)

Document information

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PLEASE READ THE TERMS AND CONDITIONS OF THESE TERMS FOR REGISTRATION AND USE OF A PTV GROUP ID (also referred to as “Agreement” or “Terms”) CAREFULLY BEFORE AGREEING TO REGISTER FOR AND USE A PTV GROUP ID. THIS IS A LEGAL AGREEMENT BETWEEN PTV LOGISTICS US, INC. (“PTV”) AND USER WHO IS REGISTERING FOR A PTV GROUP ID ON THIS SITE (“ID Holder”). WHEN ID HOLDER REGISTERS AND THE REGISTRATION IS ACCEPTED BY PTV, A CONTRACT BETWEEN PTV AND ID HOLDER FOR THE USE OF THE PTV GROUP ID WILL BE FORMED.

1 General Provisions

- 1.1. These terms and conditions apply to the registration and use of a PTV Group ID (“Terms”). The relationship granting use for PTV Group and all services offered on PTV Group is established between PTV America Inc., 1530 Wilson Boulevard, Suite 710, Arlington, VA 22209, USA (“PTV”), and the registered ID Holder.
- 1.2. PTV will notify ID Holder of any changes to these Terms in writing, by facsimile or email. If ID Holder does not object to such changes within six (6) weeks from the date of receipt of the aforesaid notice, such changes are deemed to have been consented to. In the event that ID Holder objects in writing within the six-week period, the contractual relationship shall be continued under the previously applicable terms and conditions. If ID Holder does object timely, PTV shall be entitled to terminate the contractual relationship with ID Holder by providing one (1) month’s prior written notice to ID Holder.
- 1.3. The offerings on ptvgroup.com are directed exclusively at business entities (and not individuals or consumers) which are interested in PTV services and intend to use them for commercial purposes. Any use of a PTV Group ID is for commercial purposes only. PTV reserves the right to verify the status of ID Holder and to request adequate evidence of said status.

2 Registration and contract conclusion

- 2.1. To view the service offerings on ptvgroup.com, a preliminary registration of a PTV Group ID is required by ID Holder on behalf of the business entity or their employees or representatives who use a PTV Group ID and the PTV services whereby the latter are acting in compliance with the instructions given by and in representation of the business entity.
- 2.2. Upon registration, PTV will send ID Holder an email for verification. In the course of registration, ID Holder creates a PTV Group ID with a username and password. With the PTV Group ID, ID Holder can in particular
 - view the services offered by PTV on ptvgroup.com;
 - be activated as a user for a product instance of a PTV service (when such services are available); and
 - register for events.
- 2.3. The registration data that PTV requests at the point of registration must be entered correctly and in full and must be kept up to date.
- 2.4. If PTV has reasonable grounds to believe that a third party has made or is making unauthorized use of ID Holder’s access, PTV shall be entitled to block the PTV Group ID until access by the unauthorized third party is prevented.
- 2.5. PTV reserves the right to restrict ID Holder’s access to certain areas of ptvgroup.com or to delete the PTV Group ID if there is reason to believe that ID Holder has violated these Terms.
- 2.6. ID Holder can delete its PTV Group ID if they no longer wish to use it. PTV reserves the right to delete an inactive PTV Group ID if ID Holder does not use its PTV Group ID for an extended

period. After deletion, accessing the content of the deleted PTV Group ID is no longer possible.

- 2.7. Both ID Holder and PTV may terminate the PTV Group ID at any time without giving reasons with one (1) months' notice. In the event of such termination, any service obligations already agreed between ID Holder and PTV under the PTV Group ID are to be fulfilled beyond the end of the notice period. The provisions of these Terms shall continue to apply for the period until termination of the PTV Group ID.

3 Use of the PTV Group ID

- 3.1. ID Holder may only use the PTV Group ID in compliance with these Terms and all applicable legal provisions. In particular, ID Holder shall not use the PTV Group ID or any PTV services in connection with or for activities that are improper, unethical, infringing the personal rights of third parties or otherwise inappropriate.
- 3.2. If ID Holder is activated for a product instance by a business entity, they shall comply with the PTV Terms of Service available at https://legaldocs.ptvgroup.tech/en/general_terms_of_service_ptv_cloud_services_us_version.pdf?inline and conditions and the Service Descriptions applicable to the respective business entity available at <https://legaldocs.ptvgroup.tech/en>.
- 3.3. ID Holder may not use any software or other technical devices that alter, expand or jeopardize the functioning of ptvgroup.com and the services offered thereon.
- 3.4. ID Holder may not:
 - attempt to copy, modify, duplicate, create derivative works from, frame, mirror, (re-) publish, disclose, download, display or translate all or any portion of the PTV services in any form or media or by any means;
 - attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the PTV services.
- 3.5. ID Holder undertakes to comply with all principles and requirements of PTV's Code of Conduct as amended from time to time (as well as other policies applicable to the PTV Group ID or the PTV services), available at https://www.ptvgroup.com/en/code_of_conduct_en.pdf.

4 Rights to Input and Upload Data

PTV is entitled to statistically analyze the data entered by ID Holder which is not considered personally identifiable information/personal information ("Input Data") in order to further improve the PTV services.

Input Data can also be raw data that the Customer enters into the PTV Software-as-a-Service (PTV SaaS) and that PTV analyzes to improve the PTV SaaS and evaluates for experimental purposes. Transport models are not Input Data.

- 4.1. ID Holder grants to PTV a worldwide, royalty-free, perpetual, sublicensable and non-exclusive right to use and publish such Input Data, in particular to:

- store this Input Data on a PTV server or with a third party commissioned by PTV for the purpose of providing the PTV services;
 - make the Input Data available to other users with authorized access to that specific route via internet and/or an app;
 - process and duplicate the Input Data;
 - use this Input Data in anonymized form for other services and applications.
- 4.2. ID Holder represents and warrants that it is entitled to grant PTV the aforementioned rights to the Input Data and has obtained all required consents from all other persons (including individuals where ID Holder is including personal information in the Input Data) and shall indemnify and hold harmless PTV against all claims related to the processing or use of the Input Data or any conflicting rights of third parties to the Input Data.
- 4.3. For selected PTV services, the ID Holder can actively upload data bases, in particular transport models, to the PTV services ("Upload Data"). The ID Holder shall ensure that it is authorized to use the Upload Data, i.e. the way in which the ID Holder uses the Upload Data including data input by the ID Holder or third parties. The ID Holder represents and warrants that it has obtained all authorizations and consents with regard to the Upload Data and shall indemnify and hold harmless PTV against all claims related to the processing or use of the Upload Data or any conflicting rights of third parties in connection with the Upload Data.

5 No Warranty or Liability of PTV to ID Holder

- 5.1. **DISCLAIMER OF WARRANTIES.** THE PTV GROUP ID AND ALL PTV SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY REPRESENTATION, WARRANTY, CONDITION OR RESPONSIBILITY. PTV HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND PTV SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PTV MAKES NO REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND THAT THE PTV GROUP ID OR ANY PTV SERVICES WILL MEET ID HOLDER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE.
- 5.2. **EXCLUSION OF DAMAGES.** IN NO EVENT WILL PTV OR ANY OF ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY: (a) BUSINESS INTERRUPTION, LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES, (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR

BREACH OF DATA OR SYSTEM SECURITY, OR (d) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

- 5.3. CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY OF PTV AND ITS LICENSORS, SERVICE PROVIDERS OR AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE FEES AND CHARGES PAID TO PTV FOR SERVICES AND GIVING RISE TO LOSS OR DAMAGE DURING THE SIX-MONTH PERIOD PRIOR TO THE ACCRUAL OF THE CLAIM. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

6 No Assignment by ID Holder

ID Holder may not assign its rights or delegate its obligations under this Agreement to any third party without the prior consent of PTV.

7 Data privacy and data security

- 7.1. PTV shall process the registration data and all other data that ID Holder transmits to PTV. Further processing of personal data (e.g. for the transmission of information through PTV Products) shall be carried out only if ID Holder has agreed to such processing. PTV will use commercially reasonable efforts to protect the privacy and security of ID Holder information and Input Data. Details of data processing are described in the respective applicable data protection statement, available at https://legaldocs.ptvgroup.tech/en/data_privacy_statement_cloud_services_mobility_us_pdf?inline , TOMS at https://legaldocs.ptvgroup.tech/en/toms_en.pdf?inline.
- 7.2. If ID Holder processes personal data while using the PTV Group ID or the PTV services, ID Holder alone shall be responsible for ensuring that each individual person concerned has agreed to his/her data being processed, or that there is statutory authorization to this effect. ID Holder shall always remain the sole party responsible for such personal data. ID Holder shall exempt PTV from and indemnify and hold PTV harmless from all claims of the persons concerned and shall compensate PTV for any damage caused to PTV arising out of a violation of data protection laws.
- 7.3. The Parties shall enter into an agreement on data processing according to Art. 28 GDPR in accordance with the respectively applicable template, available at https://legaldocs.ptvgroup.tech/en/data_processing_agreement_ptv.pdf?inline.

8 Final provisions

- 8.1. PTV and ID Holder are aware that the PTV Group ID and PTV services may be subject to export and import restrictions. In particular, obtaining an approval may be required, or the use of software or related technologies may be subject to restrictions abroad. ID Holder shall comply with all applicable export and import control regulations, as well as all other relevant regulations. This Agreement is also subject to national and international regulations of export and import law or other statutory provisions.
- 8.2. Should individual provisions of these Terms be invalid, the remainder of the Terms shall remain in full force and effect. In such an event, PTV and ID Holder will use commercially reasonable efforts to substitute a provision in place of the invalid provision which is legally and economically most appropriate to the objective of the contract.
- 8.3. The provisions and terms of these Terms shall be governed by and construed in accordance with the laws of the State of Delaware, United States of America, without reference to its conflicts of law provisions. The U.N. Convention on the International Sale of Goods (CISG) will not apply to transactions between PTV and the ID Holder.
- 8.4. Any dispute regarding this contract will be subject to the jurisdiction of the state and federal courts in and for the State of Delaware, and the Parties hereby irrevocably agree to submit to the personal and jurisdiction and venue of such courts.